

PREET BHARARA  
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Southern District of New York  
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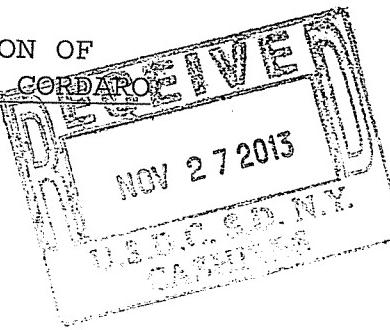
FILE COPY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
IN RE: :  
 :  
LETTER ROGATORY FOR :  
INTERNATIONAL JUDICIAL :  
ASSISTANCE FROM THE FIRST :  
INSTANCE CIVIL AND COMMERCIAL :  
COURT NO. 23, COURT DISTRICT :  
OF LA PLATA, BUENOS AIRES, :  
ARGENTINA, IN THE MATTER OF :  
GUSTAVO LUIS PEREYRA v. :  
AMERICAN EXPRESS S.A. :  
 :  
-----x

DECLARATION OF  
JOSEPH N. CORDARO

M 10-7



I, Joseph N. Cordaro, pursuant to 28 U.S.C. § 1746,  
declare as follows:

1. I am an Assistant United States Attorney in the Office of the United States Attorney for the Southern District of New York, counsel for the United States of America (the "Government"). I make this declaration upon information and belief based upon the attached exhibits and communications with personnel in the United States Department of Justice, to which a letter rogatory has been transmitted for execution. I make this

declaration in support of the Government's request, pursuant to 28 U.S.C. § 1782(a)<sup>1</sup>, for an order appointing me as a Commissioner for the purpose of obtaining information from American Express Travel Related Services Company Inc.

2. In connection with a proceeding captioned "Gustavo Luis Pereyra v. American Express S.A.," and pending in the First Instance Civil and Commercial Court No. 23, Court District of La

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<sup>1</sup> Section 1782(a) provides, in pertinent part, as follows:

The district court of the district in which a person resides or is found may order him to give his testimony or statement or to produce a document or other thing for use in a proceeding in a foreign or international tribunal, including criminal investigations conducted before formal accusation. The order may be made pursuant to a letter rogatory issued, or request made, by a foreign or international tribunal or upon the application of any interested person and may direct that the testimony or statement be given, or the document or other thing be produced, before a person appointed by the court. By virtue of his appointment, the person appointed has power to administer any necessary oath and take the testimony or statement. The order may prescribe the practice and procedure, which may be in whole or part the practice and procedure of the foreign country or the international tribunal, for taking the testimony or statement or producing the document or other thing. To the extent that the order does not prescribe otherwise, the testimony or statement shall be taken, and the document or other thing produced, in accordance with the Federal Rules of Civil Procedure.

Plata in Buenos Aires, Argentina (the "Argentine Court"), the Argentine Court issued a letter rogatory seeking information from American Express Travel Related Services Company Inc. A true and correct copy of the letter rogatory is attached hereto as Exhibit A.

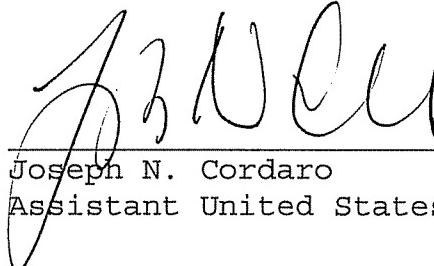
3. An undated draft of the subpoena that will be addressed to American Express Travel Related Services Company Inc., Legal Department, World Financial Center, New York, NY 10285-0001, and which the Government intends to serve upon my appointment as Commissioner is attached hereto as Exhibit B.

4. In order to assist the Argentine Court in obtaining the requested information, I respectfully request that this Court appoint me as Commissioner as proposed in the ex parte order attached hereto as Exhibit C. No previous application for the relief sought herein has been made.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

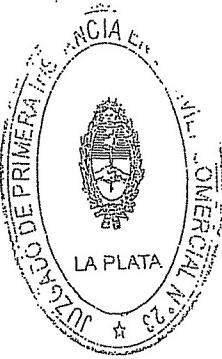
WHEREFORE, the United States respectfully requests that this Court enter the attached Order.

Dated: New York, New York  
November 27, 2013

  
\_\_\_\_\_  
Joseph N. Cordaro  
Assistant United States Attorney

# Exhibit A

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## EXHORTO

LEY 23.503

La Plata, 16 de Octubre de 2012.

HECTOR DANIEL ARCA  
Juez

EL SR. JUEZ DE PRIMERA INSTANCIA EN LO CIVIL Y COMERCIAL N° 23, DE LA PLATA, PROVINCIA DE BUENOS AIRES, REPUBLICA ARGENTINA.

AL SEÑOR JUEZ EN TURNO QUE CORRESPONDA CON JURISDICCIÓN Y COMPETENCIA EN LA CIUDAD DE NEW YORK, ESTADOS UNIDOS DE NORTEAMERICA

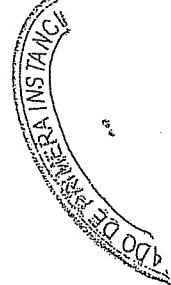
### SALUDA, EXHORTA Y HACE SABER:

Que por ante el Juzgado de Primera Instancia en lo Civil y Comercial N° 23, del Departamento Judicial de La Plata, Provincia de Buenos Aires, República Argentina, a cargo del Dr. HECTOR DANIEL ARCA, Secretaría única a cargo interinamente del Dr. JOSÉ IGNACIO MARTÍNEZ, sito en calle 13 ente 47 y 48 (Palacio Tribunales) de La Plata, tramitan los autos caratulados "Pereyra, Gustavo Luis c/ American Express S.A. s/ Cobro sumario de sumas de dinero" (Expte. 36762). En estas actuaciones se ha dispuesto dirigir a Su Señoría la presente rogatoria a fin de que sirva disponer lo necesario para que se notifique a American Express Travel Related Services Company Inc. con domicilio en World Financial Center New York, New York 10285, a fin de que INFORME si:

*Primero:* los American Express Traveler Cheques son emitidos por American

MARIA INES E.  
TRADUCTORI  
EN IDIOMA  
T° IX F° 372  
N° INSC

Express Travel Related Services Company Inc. y especialmente los travelers cheques:  
a) HD 194848720 a 194848779;  
b) RD 302357208 a 302357229;  
e) FF 100077675 a 100077689;  
d) FF 100079040 a 100079119;  
e) HF 736232885 a 736232968;  
f) RF 713798173 a 713798259;  
g) RD 302343330 a 302343349;

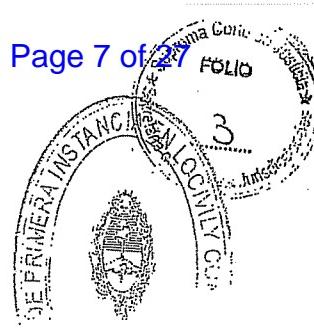


**Segundo:** American Express Travel Related Services Company Inc. es la sociedad que emite y comercializa los American Express Travelers Cheques en la República Argentina y específicamente los individualizados en el punto anterior.

**Tercero:** informando adicionalmente qué participación posee American Express Argentina S.A. en dicho negocio y toda información útil a la dilucidación del pleito.

Forma parte del cuerpo de la rogatoria la siguiente documentación: Copias simples de las notas de venta de los travelers cheques HD 194848720 a 194848779; RD 302357208 a 302357229; FF 100077675 a 100077689; FF 100079040 a 100079119; HF 736232885 a 736232968; RF 713798173 a 713798259; RD 302343330 a 302343349.

Conforme lo dispuesto por el artículo 3 de la ley 23.480, se deja expresa constancia de las siguientes cuestiones relativas al procedimiento para el cual se solicitan las referidas medidas de prueba: (1) El actor es el Sr. Gustavo Luis Pereyra con domicilio real en la calle 45 Nro. 811 de la Ciudad de la Plata, Argentina. La demandada es American Express Argentina S.A. con domicilio real en la calle Arenales 707, C.A.B.A.,



L A P - 110  
EN AVANTE  
PUBLICA  
INGLES  
C.T.P.C.B.A.  
2519

Argentina. (2) respecto a su naturaleza, se trata de un procedimiento judicial ordinario en trámite ante el fuero civil y comercial; (3) el objeto del juicio es el cobro de sumas de dinero; (4) respecto a los hechos controvertidos: (i) La parte actora persigue el cobro de sumas de dinero respecto de American Express Argentina S.A. a raíz del robo de los American Express Traveler Cheques que esta poseía y que la demandada se niega a reembolsar. (ii) La parte demandada niega los hechos y el derecho invocados por el actor, por cuanto American Express Argentina S.A. no formó parte del contrato, ni vendió u entregó los cheques, sino que el contrato se celebró con American Express Travel Related Services Company Inc.. Además niega especialmente: a) Que de la documentación que aportó el actor surja el derecho a reembolso del dinero; b) Que el actor haya sufrido un robo en la República Oriental del Uruguay.



El Sr. Reed Herrero, se encuentra autorizado a tramitar el presente en los Estados Unidos de América; mientras que los Doctores Federico Rodolfo Santos Berisso, Débora Gardes, Roberto Cadenas Arturi, Marcela Rogani, Bettina Korn, Claudio Igarzabal, Sabrina Zappacosta, Jimena Y. Habib y/o Adriana Kitainik se hallan autorizados para correr con la tramitación del mismo en todo cuanto sea preciso en el territorio argentino.

Como recaudo, transcribo a continuación la providencia que ordena la medida y autoriza el presente: "La Plata, 8 de julio de 2008. Agréguese, téngase presente y; expídase el **Exhorto** requerido, librándose el **oficio** del caso a fin de remitir el mismo. Fdo: HECTOR DANIEL ARCA. Juez". "La Plata, 10 de octubre de 2008. AUTOS Y VISTOS: A fin de viabilizar el diligenciamiento del exhorto dispuesto librarse a fs. 279; amplíase el plazo para su diligenciamiento a 180 días (arts. 132, 367 CPCC; art. 8 Resol. S.C.J.B.A. o. 760/68). Fdo: HECTOR DANIEL ARCA. Juez". "La Plata; 19 de Septiembre de 2012. **AUTOS Y VISTOS... II** ...

MARIA INES I  
TRADUCTOR  
EN IDIOMA  
Tº IX Fº 372  
Nº INSC

líbrese nuevo exhorto a iguales fines y efectos que el anterior en la forma de estilo...  
Fdo: HECTOR DANIEL ARCA. JUEZ". -----

Ruego y exhorto a V.S. dar al presente su debido cumplimiento, ofreciendo para  
casos análogos la reciprocidad de estilo. De los gastos procesales que pudiera  
causar el diligenciamiento de la prueba solicitada se hará responsable el Mr. Reed  
Herrero con domicilio en World Financial Center 200 Vesey Street, New York, NY  
10285

Teléfono: (001)

212

640

7996.

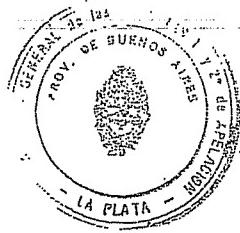
DADO, FIRMADO Y SELLADO en la Sala de mi Público despacho, en la Ciudad  
de La Plata, Provincia de Buenos Aires, República Argentina, a los 16 días del  
mes de OCTUBRE del año 2012.

HECTOR DANIEL ARCA  
Juez

" que suscribe Secretaria de la Cámara Cámara

A continuación certifico que el sello y la firma que autorizan este docu-  
mento son auténticos, pertenecen al fisco  
nario que lo suscribió.

27 DIC 2012



Beatriz Silvia Berreta  
Secretaría General de Cámaras 1ra. y 2da.  
La Plata

Same currency issued. Use a separate purchase record for each currency.  
la divisa correspondiente. Utilice un formulario diferente por cada divisa.  
Sigue la divisa a emitir. Utilizar un aviso de venta diferente para cada divisa.

SD USD	CAD	CHF	GBP	AUD	JPY	ZAR	EUR	
Quantity cantidad número	Denomination Domingación Coupure	Amount Suma Montant	Series Serie Série	Cheque Numbers / Números de cheques / Numéros des chèques				
				From / dol / de		To / al / à		
5	20	300	FE	107	774	615	106	
10	20	1000	FE	107	774	615	106	
41	50	1200	FE	107	774	615	106	
4	20	900	FE	107	774	615	106	
Value in currency issued Total en moneda emitida Monto nominal dans la divisa émise		Exchange Rate Tipo de cambio Cours de change						
Rate visión s		Day Día Jour	07	Month Mes Mois	07	Year Año Année	01	
TOTAL			4800					

### Stibank Purchase Record Nota de venta Avis de vente

SD USD	CAD	CHF	GBP	AUD	JPY	ZAR	EUR	
Quantity cantidad número	Denomination Domingación Coupure	Amount Suma Montant	Series Serie Série	Cheque Numbers / Números de cheques / Numéros des chèques				
				From / dol / de		To / al / à		
50	50	3000	HD	144	848	425	774	
22	100	2700	RD	307	357	308	729	
Value in currency issued Total en moneda emitida Monto nominal dans la divisa émise		Exchange Rate Tipo de cambio Cours de change						
Margen comisión mín		Day Día Jour	07	Month Mes Mois	07	Year Año Année	01	
TOTAL			5200					

Travelers Cheques												
UTILICE UN FORMULARIO DIFERENTE POR CADA DIVISA												
MANOJO LA DIVISA JERSONSON DIENTE												
US\$	CANS	S.F.	FR.F.	E	DM	YEN	D.G.	S.RIYAL	AUS	ZAR	EUR	
20	100	2000	RD	302	343	330	349					
VENTA TOTAL EN MONEDA EMITIDA			COMISIÓN			MONTO A REMITIR			COMISIONES			
DIA	MES	AÑO	VENTA SIN COMISIÓN	TIPO DE CAMBIO								
01	07	14	2,46									

Sign each Cheque immediately on the line where indicated (Travelers Cheques for Two: second signs as quickly as possible). You are not protected in case of loss or theft until you do so. Contarán a Cheque until ready to use it.

- When using a Cheque, countersign only when the person accepting is watching.
- Carry your Purchase Record separately from your Cheques.
- Handle and safeguard your Cheques securely.

**EXCHANGE CONTROL:** Although Travelers Cheques are valid without time limit, residents of countries which exchange control restrictions remain in force and warned that they may be required to surrender their Cheques and other foreign exchange facilities immediately upon their return home and that they acquaint themselves with their legal obligations in this respect.

### RECORDATORIOS IMPORTANTES

Firmar inmediatamente cada uno de sus Travelers Cheques en la esquina superior izquierda. (Travelers para Dos: la otra persona autorizada lo más pronto posible). Usted no estará protegido en caso de robo o pérdida si no cumple con lo anterior. Contrólleme sus Travelers Cheques hasta que esté lista para usarlos.

- Contrólleme sus Travelers Cheques en la esquina inferior izquierda solamente en presencia de la persona aceptante.
- Siempre mantenga este formulario (nota de venta) separado de sus Travelers Cheques.

Guarde y conserve sus Travelers Cheques como lo haría si se tratara de efectivo.

**CONTROL DE CAMBIO:** Aunque los Travelers Cheques son válidos sin límite de tiempo, a los residentes países donde hay restricciones de control de cambios, se les debe advertir que inmediatamente después regresar a su lugar de origen, se les pide que entreguen los Cheques no utilizados y divisas extranjeras de vuelta a los bancos, dentro tanto de sus obligaciones legales al respecto.

### RAPPELS IMPORTANTS

Signer chaque chèque immédiatement sur la ligne indiquée (Travelers Chèques pour deux : 2e signature aussi rapidement que possible). Vous n'êtes pas protégé en cas de vol ou de vol, tant que vous n'avez approuvé votre signature. Ne contrevenez jamais à un chèque avant son utilisation.

- Lorsque vous utilisez un chèque, contrevenez-le uniquement en présence de la personne qui l'accepte.
- Conservez votre Avis de vente séparément de vos chèques.
- Prenez autant soin de vos chèques que de votre argent liquide.

**CONTROLE DES CHANGES :** Bien que la validité des Travelers Cheques soit illimitée, il est porté connaissance des personnes résidant dans des pays où le contrôle des changes fait l'objet de restrict qu'elles peuvent être amenées à changer les chèques non utilisés ainsi que tout autre moyen de paie un devises étrangères dès leur retour dans leur pays, et qu'il serait bon qu'elles s'informent de l

Customer Copy No. 1  
Copia del comprador No. 1  
Copie n° 1 pour l'emporta

### IMPORTANT REMINDERS

Sign each Cheque immediately on the line where indicated (Travelers Cheques for Two: second signs as quickly as possible). You are not protected in case of loss or theft until you do so. Contarán a Cheque until ready to use it.

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COPIA DEL COMPRADOR No. 1  
El emisor esta identificado al reverso

- Firmar inmediatamente cada uno de sus Travelers Cheques en la esquina superior izquierda al momento de la compra. Usted no estará protegido en caso de robo o pérdida si no cumple con lo anterior.
- Contrólleme sus Travelers Cheques en la esquina inferior izquierda solamente en presencia de la persona aceptante.
- Guarde y conserve sus Travelers Cheques como lo haría si se tratara de efectivo.
- Mantenga sus Travelers Cheques con usted en un lugar seguro en todo momento. No los deje en su habitación, el equipaje o guantera del auto.
- Levante sus Travelers Cheques en el lugar más seguro (bolsillos interiores, o compartimientos cerrados).
- Almacene marítima este formulario (nota de venta) separado de sus Travelers Cheques. Adicionalmente, le sugerimos dejar (un detalle) de sus Travelers Cheques en su domicilio, con una persona de confianza, en caso de robo o extravío de ambos.

Abogado  
T. XLV - F. 181 - C.A.L.P.  
T. 72 - F. 837 - C.F.A.L.P.  
Ley. B.O. 787-4/9

By either buying, signing, accepting or using these (CitiBank branded) Travelers Cheques, issued to you by the issuer named below ("Issuer"), you agree to everything written here: (a) To sign your Cheques immediately on the line where indicated; (b) Not to sell, resell, sign, or take any similar action to transfer your Cheques to any other individual, company, or entity for resale or reuse.

**REFUNDS:** The Issuer will, directly or through its appointed servicing agent, American Express Travel Related Services Company, Inc., its subsidiaries, affiliates, and representatives ("Amexco"), replace or refund the amount shown on any lost or stolen Cheque in accordance with applicable laws and only if you fulfill all of the requirements below:

**Loss**

You have signed the Travelers Cheques in permanent ink on the line where indicated (Travelers Cheques for Two on both lines in the upper left corner as instructed in the box below).

You have not countersigned the Travelers Cheques on the line indicated.

You have not given the Travelers Cheques to another person or company to hold or to keep, or as part of a fraudulent scheme.

You have not used the Travelers Cheques in violation of any law, including as part of an illegal bet, game of chance, or other prohibited action.

Your Travelers Cheques have not been taken by court order or by government action.

You have safeguarded the Travelers Cheques as a prudent person would safeguard a like amount of cash.

You give Issuer or Amexco all reasonable information and help requested to make a complete investigation of the loss or theft.

Issuer reserves the right to investigate the loss or theft and to verify compliance with this Purchase Agreement and shall not be responsible for any delays resulting from such an investigation.

Please note that for quality assurance purposes your telephone call to Issuer or Amexco may be monitored or recorded and that you consent to such monitoring and recording.

**NO STOP PAYMENT:** The Issuer cannot stop payment on any Travelers Cheque.

**UPON PURCHASE IMMEDIATELY SIGN YOUR TRAVELERS CHEQUES ON THE LINE WHERE INDICATED (TRAVELERS CHEQUES FOR TWO ON BOTH LINES IN THE UPPER LEFT CORNER).**

**Siguiendo instrucciones para Travelers Cheques for Two: Both lines in the upper left corner de tus Cheques must be signed immediately, with the comprador signing the first line immediately upon receipt and the other autorizado usar signing the second line as soon as possible thereafter. Si there is no other autorizado user, o si el comprador es viajando solo, he must sign both lines immediately upon receipt.**

**IMPORTANTE: CONTRATO DE COMPRA PARA TRAVELERS CHEQUES TRADICIONALES**

Lea este contrato detinidamente. Al comprar, firmar, aceptar y usar los Travelers Cheques American Express ("Cheques"), Ud. acepta lo estipulado a continuación:

(A) FIRMAR INMEDIATAMENTE SUS TRAVELERS CHEQUES EN LA PARTE SUPERIOR IZQUIERDA (B) NO LOS REVENDE, DONSIGNAR O REALIZAR ACUERDO AL VENDER A UNA TERCERA PERSONA.

"BOLSO": American Express Travel Related Services Company, Inc. ("Amexco") plazara o reembolsara la cantidad indicada por cualquier pérdida o robo de tales Cheques. DE ACUERDO CON LAS LEYES QUE CORRESPONDAN, sólo d. cumplir todos los requisitos que se mencionan a continuación:

**ANTES DE LA PÉRDIDA:**

Ud. firmó los Travelers Cheques en la parte superior izquierda con tinta permanente. Ud. no firmó los Travelers Cheques en la parte inferior izquierda. Ud. no lo dirá Travelers Cheques a otra persona, o compañía para que los tenga o conserve, o como parte de una relación de confianza. Ud. no utilizó los Travelers Cheques violando cualquier ley, incluyendo apuestas ilegales, juegos de azar u otras acciones prohibidas. Sus Travelers Cheques no fueron incendiados por orden judicial o por una acción del gobierno. Ud. protegió sus Travelers Cheques como una persona prudente lo haría con dinero bien efectivo.

American Express Travel Related Services Company, Inc., es el agente designado de los otros emisores de !

**Emisores de Travelers Cheques:**

Dólar Americano, Dólar Canadiense, Franco Suizo, Marco Aleman, Yen Japonés emitido por:  
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.  
Número de Registro: 13-3133497  
Oficina Registrada: American Express Tower, World Financial Centre, New York, N.Y. U.S.A.

DESPUES DE LA PÉRDIDA: Ud. notificó rápidamente a Amexco la pérdida o robo de sus Travelers Cheques. Ud. informó rápidamente de los demás de la pérdida o robo a Amexco.

Ud. comunicó rápidamente a Amexco los números de series de los Travelers Cheques perdidos y el lugar y fecha de su compra.

Ud. cumplió rápidamente los formularios de reembolso de Amexco y proporcionó la información suficiente de su identidad.

Ud. dio a Amexco toda la información razonable y la ayuda solicitada para que se complete la investigación de la pérdida o robo. Amexco se reserva el derecho de investigar la pérdida o robo, y de verificar el cumplimiento de este Acuerdo de Compra y no será responsable por cualquier demora que resulte por la realización de la investigación.

Por favor, leñaja presente que por razones de control de calidad, su llamada a Amexco puede ser monitorizada o grabada y que Ud. está de acuerdo con que así sea.

**DETENCION DE PAGOS (STOP PAYMENT):**

Amexco no puede detener el pago de cualquier Travelers Cheque. Fírmese inmediatamente sus Travelers Cheques, en la parte superior izquierda

**Liber Estimata emitida por:**

TRAVELLERS CHEQUE ASSOCIATES LTD. Número de Registro: 1591655

Oficina Registrada: 154 Edward Street, Brighton, BN2 2LH, England

Franco Francés emitido por:

SOCIETE FRANCAISE DU CHEQUE DE VOYAGE, S.A. con un capital de 7,500,000 francos.

Número de Registro: 13-18696374, Oficina Registrada: 18/29 Rue du Capitaine Guynemer,

Codex 19-02091, Paris La Défense, France.

Saudi Royal emitido por:

SAUDI TRAVELLERS CHEQUE COMPANY, Número de Registro: 1010059195.

Oficina Registrada: P.O. Box 7915, Riyadh 11472, Saudi Arabia.

**PUASE AGREEMENT**

RENT: Read this Agreement carefully. The applicable law is that of the country of the Travelers Cheque issuer.

English is the legally valid and applicable text.

By either buying, signing, accepting or using these (CitiBank branded) Travelers Cheques, issued to you by the issuer named below ("Issuer"), you agree to everything written here: (a) To sign your Cheques immediately on the line where indicated; (b) Not to sell, resell, sign, or take any similar action to transfer your Cheques to any other individual, company, or entity for resale or reuse.

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**After Loss**

You have signed the Travelers Cheques in permanent ink on the line where indicated (Travelers Cheques for Two on both lines in the upper left corner as instructed in the box below).

You have not countersigned the Travelers Cheques on the line indicated.

You have not given the Travelers Cheques to another person or company to hold or to keep, or as part of a fraudulent scheme.

You have not used the Travelers Cheques in violation of any law, including as part of an illegal bet, game of chance, or other prohibited action.

Your Travelers Cheques have not been taken by court order or by government action.

You have safeguarded the Travelers Cheques as a prudent person would safeguard a like amount of cash.

You promptly notify Issuer or Amexco of the loss or theft of the Travelers Cheques.

You promptly report all facts of the loss or theft to the Issuer or Amexco, and also to the police/Issuer or Amexco asks you to.

You promptly inform Issuer or Amexco of the serial numbers of the lost or stolen Travelers Cheques and the place and date of their purchase.

You promptly complete the refund forms provided by Issuer or Amexco and provide Issuer or Amexco with acceptable proof of your identity.

You give Issuer or Amexco all reasonable information and help requested to make a complete investigation of the loss or theft. Issuer reserves the right to investigate the loss or theft and to verify compliance with this Purchase Agreement and shall not be responsible for any delays resulting from such an investigation.

Please note that for quality assurance purposes your telephone call to Issuer or Amexco may be monitored or recorded and that you consent to such monitoring and recording.

**NO STOP PAYMENT:** The Issuer cannot stop payment on any Travelers Cheque.

**UPON PURCHASE IMMEDIATELY SIGN YOUR TRAVELERS CHEQUES ON THE LINE WHERE INDICATED (TRAVELERS CHEQUES FOR TWO ON BOTH LINES IN THE UPPER LEFT CORNER).**

**Siguiendo instrucciones para Travelers Cheques for Two: Both lines in the upper left corner de tus Cheques must be signed immediately, with the comprador signing the first line immediately upon receipt and the other autorizado usar signing the second line as soon as possible thereafter. Si there is no other autorizado user, o si el comprador es viajando solo, he must sign both lines immediately upon receipt.**

US-Dollar, Canadian-Dollar, Australian-Dollar, Japanese Y Euro issued by:  
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.  
Registration Number: 13-3133497  
Registered Office: American Express Tower, World Financial Center, New York, NY USA

Swiss Franc issued by:  
SWISS BANKERS TRAVELLERS CHEQUE CENTER Kramgasse 4, CH-3506 Grosshöchstetten, Switzerland

Pound Sterling issued by:  
TRAVELLERS CHEQUE ASSOCIATES LTD.

Registration Number: 1591655

Registered Office: 154 Edward Street, Brighton, BN2 2LH, E

Rand issued by:  
SOUTHERN AFRICA TRAVELLERS CHEQUE COMPANY, PTY, LTD.

Johannesburg, Republic of South Africa A PUBLICA

A INGLES C.T.P.C.B.A.

2519

DE PRIMERA INSTANCIA EN LOCALES COMERCIALES

DETALLADO DE LA PÉRDIDA DE LOS TRAVELERS CHEQUES

DESPUES DE LA PÉRDIDA DE LOS TRAVELERS CHEQUES

TRADUCCIÓN PÚBLICA / CERTIFIED TRANSLATION

[Stamp:] First Instance [illegible] and Commercial Court No. 23, La Plata. [This stamp also appears on the other pages of the source document.] [Signed and stamped by:] HECTOR DANIEL ARCA, Judge. [On the left-hand margin, there is a signature and a stamp reading:] PABLO ROBERTO CASTRO, junior officer, Civil and Commercial Court No. 23, La Plata.

LETTER ROGATORYACT No. 23,503

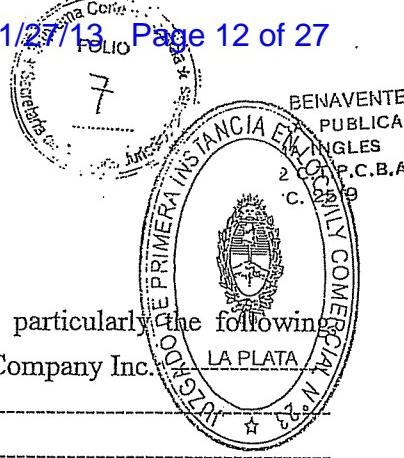
La Plata, October 26, 2012

**FROM THE JUDGE OF THE FIRST INSTANCE CIVIL AND COMMERCIAL COURT No. 23 IN AND FOR THE CITY OF LA PLATA, PROVINCE OF BUENOS AIRES, REPUBLIC OF ARGENTINA**

**TO THE SITTING JUDGE OF THE RELEVANT COURT HAVING JURISDICTION IN THE CITY OF NEW YORK, UNITED STATES OF AMERICA.**

GREETINGS:

WHEREAS, the proceedings entitled "*Pereyra, Gustavo Luis c/ American Express S.A. s/ Cobro sumario de sumas de dinero*" (Expte. 36762) are pending before the First Instance Civil and Commercial Court [*Juzgado de Primera Instancia en lo Civil y Comercial*] No. 23 in the Court District of La Plata, Province of Buenos Aires, Republic of Argentina, in charge of HECTOR DANIEL ARCA, Esq., sole Clerk's Office temporarily in charge of JOSÉ IGNACIO MARTÍNEZ, Esq., located at calle 13 between 47 and 48 (Courthouse) in La Plata. In these proceedings, the court has resolved to issue this letter rogatory so that Your Honor may order what is necessary to notify American Express Travel Related Services Company Inc. with offices at World Financial Center, New York, New York 10285, so that it may REPORT:



*One:* whether the American Express Travelers Cheques, particularly the following, were issued by American Express Travel Related Services Company Inc.

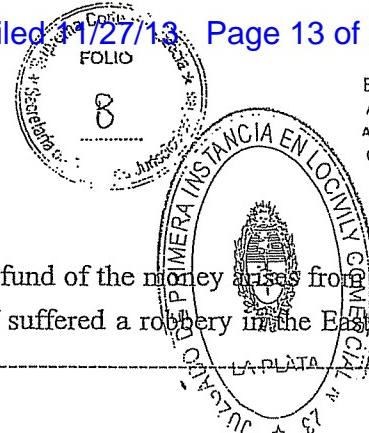
- a) HD 194848720-194848779;
- b) RD 302357208-302357229;
- c) FF 100077675-100077689;
- d) FF 100079040-100079119;
- e) HF 736232885-736232968;
- f) RF 713798173-713798259;
- g) RD 302343330-302343349.

*Two:* whether American Express Travel Related Services Company Inc. is the company that issues and sells the American Express Travelers Cheques in the Republic of Argentina, specifically those listed under the preceding item.

*Three:* American Express Argentina S.A.'s participation in such business, and any information useful to elucidate the lawsuit.

The following documentation forms part of this letter rogatory: copies of the purchase records of travelers cheques HD 194848720-194848779; RD 302357208-302357229; FF 100077675-100077689; FF 100079040-100079119; HF 736232885-736232968; RF 713798173-713798259; RD 302343330-302343349.

As provided in Section 3 of Act No. 23,480, I expressly put on record the following issues in connection with the proceedings for which the aforesaid evidence is requested: (1) Plaintiff is Gustavo Luis Pereyra, who is domiciled at calle 45 No. 811 in the City of La Plata, Argentina. Defendant is American Express Argentina S.A., a company with actual address at Arenales 707, City of Buenos Aires, Argentina; (2) as regards the nature of the proceedings, these are ordinary proceedings pending before a civil and commercial court; (3) the purpose of the lawsuit is the collection of sums of money; (4) the facts in issue are the following: (i) plaintiff is seeking collection of sums of money from American Express Argentina S.A. for American Express Traveler Cheques stolen from plaintiff that defendant refuses to refund; (ii) defendant denies all the facts and the right claimed by plaintiff, because American Express Argentina S.A. was not a party to the agreement and did not sell or deliver the cheques, since the agreement was executed with American Express Travel Related Services Company Inc.



Defendant also specially denies: a) that the right to refund of the money arises from the documentation provided by plaintiff; b) that plaintiff suffered a robbery in the Eastern Republic of Uruguay.

Mr. Reed Herrero is authorized to process this letter rogatory in the United States of America, whilst Federico Rodolfo Santos Berisso, Débora Gardes, Roberto Cadenas Arturi, Marcela Rogani, Bettina Korn, Claudio Igarzabal, Sabrina Zappacosta, Jimena Y. Habib and/or Adriana Kitainik, all of them being attorneys-at-law, are authorized to process this letter rogatory as required within the territory of Argentina.

In support of the aforesaid, I transcribe below the court decision ordering and authorizing the issuance of this letter rogatory: "La Plata, July 8, 2008. This shall be added to the file and taken into account. The requested **Letter Rogatory** shall be issued as well as the required **official notice** to send the letter rogatory. Signed: HECTOR DANIEL ARCA. Judge." "La Plata, October 10, 2008. WHEREAS, in order to help process the letter rogatory ordered on page 279, the term for processing it is extended to 180 days (CPCC (Code of Civil and Commercial Procedure), Sections 132 and 367; S.C.J.B.A. (Province of Buenos Aires Supreme Court of Justice) Resolution No. 760/68, Section 8). Signed: HECTOR DANIEL ARCA. Judge." "La Plata, September 19, 2012. **WHEREAS... II)**... A new letter rogatory shall be issued for the same purpose and to the same effect as the previous one, as usual... Signed: HECTOR DANIEL ARCA. Judge."

**I entreat and request Your Honor** to act on this letter rogatory, and I shall be ready and willing to do the same for you in a similar case when required. All court costs that might be incurred to process the requested evidence will be borne by Mr. Reed Herrero with domicile at World Financial Center, 200 Vesey Street, New York, NY 10285. Telephone: (001) 212 640 7996.

GIVEN, SIGNED AND STAMPED in my office, in the City of La Plata, Province of Buenos Aires, Republic of Argentina, on this 26th day of October of the year 2012.

[Signed and stamped by:] HECTOR DANIEL ARCA, Judge.

[There is a partly legible stamp reading:] [I] certify that the stamp and the signature authorizing this document are genuine and belong to the officer who signed it.



LA PLATA, December 27, 2012. [Signed and stamped by:] Beatriz Silvia Berretta, Secretary General of the 1<sup>st</sup> and 2<sup>nd</sup> Courts of Appeals, La Plata. [Round stamp] [illegible] General of the 1<sup>st</sup> and 2<sup>nd</sup> Courts of Appeals, La Plata, Province of Buenos Aires. -----

[Attached are two photocopies containing two purchase records in three languages, including English; a purchase record in Spanish [translation provided below]; another text in English; another text in Spanish [translation provided below]; and another text in English. There are illegible stamps. None of the English texts are transcribed below.] ---

[Translation of the first Spanish text:] -----

[Logotype:] American Express. Travelers Cheques. -----

USE A SEPARATE PURCHASE RECORD FOR EACH CURRENCY -----

MARK THE RELEVANT CURRENCY	►	CURRENCIES										
		US\$	CAN\$	S.F.	FR.F.	£	DM	YEN	D.G.	S.RIYAL	AU\$	ZAR

[Translator's Note: The US\$ currency has been circled.] -----

Quantity of cheques: 20. -----

Denomination: 100. -----

Amount: 2000. -----

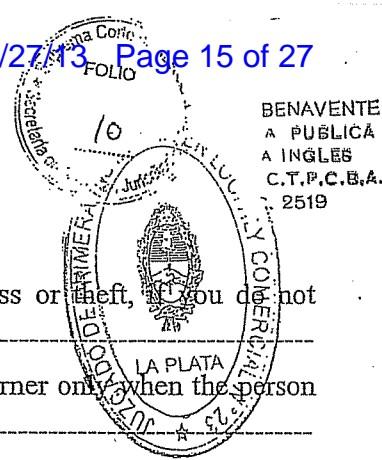
Series Number: Series: RD. From 302343330 to 349. -----

Face value in the currency issued: [blank]. Charges: [blank]. Amount to be sent: [blank]. Day: 07. Month: 07. Year: 04. Sale (no charge): (✓). Exchange rate: 2.96. SALE TOTAL AND CHARGES: [blank]. -----

**PURCHASE RECORD.** Customer's Copy No. 1. The issuer is identified on the back.

FOR YOUR PROTECTION, PLEASE: -----

- Promptly sign each Travelers Cheque on the upper left corner at the time of



purchase. You will not be protected in the event of loss or theft, if you do not comply with the aforesaid. -----

- Countersign your Travelers Cheques on the lower left corner only when the person accepting it is present. -----
- Handle and safeguard your Travelers Cheques as you would your cash. -----
- Carry your Travelers Cheques in a safe place at all times. Do not leave them in your room, baggage or glove compartment in your car. -----
- Carry your Travelers Cheques in the safest place (interior pockets or close compartments). -----
- Always keep this form (purchase record) separately from your Travelers Cheques. We also suggest leaving a list of your Travelers Cheques at home or with a person whom you trust, for protection in the event of loss or theft of both. -----

[Translation of the second Spanish text:] -----

**IMPORTANT: TRADITIONAL TRAVELERS CHEQUES PURCHASE AGREEMENT** -----

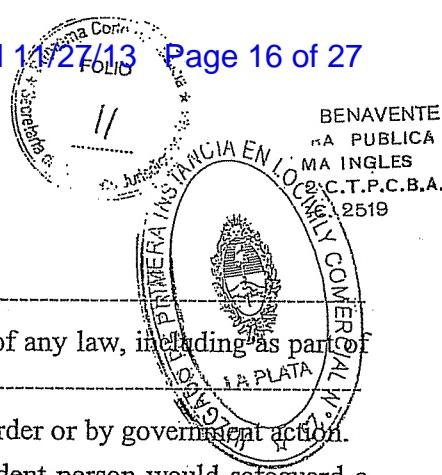
**Read this agreement carefully. By either buying, signing, accepting or using these American Express® Travelers Cheques ("Cheques"), you agree to everything written here:** -----

(A) TO SIGN YOUR TRAVELERS CHEQUES IMMEDIATELY ON THE UPPER LEFT CORNER, (B) NOT TO RESELL, CONSIGN, OR TAKE ANY SIMILAR ACTION TO [illegible] YOUR TRAVELERS CHEQUES TO ANY OTHER INDIVIDUAL, COMPANY OR ENTITY FOR RESALE OR REUSE. -----

[Illegible]: American Express Travel Related Services Company, Inc. ("Amexco") will [illegible] or refund the face value of any lost or stolen Travelers Cheque IN ACCORDANCE WITH APPLICABLE LAWS and only if you meet all of the requirements below: -----

**BEFORE LOSS:** -----

- You have signed the Travelers Cheques in permanent ink on the upper left corner. -----
- You have not countersigned the Travelers Cheques on the lower left corner. -----
- You have not given the Travelers Cheques to another person or company to hold or to



keep, or as part of a trust relationship. -----

- You have not used the Travelers Cheques in violation of any law, including as part of an illegal bet, game of chance or other prohibited action. -----
- Your Travelers Cheques have not been taken by court order or by government action. -----
- You have safeguarded the Travelers Cheques as a prudent person would safeguard a like amount of cash. -----

AFTER LOSS: -----

- You promptly notify Amexco of the loss or theft of your Travelers Cheques. -----
- You promptly report all facts of the loss or theft to Amexco, and also to the police if Amexco asks you to. -----
- You promptly inform Amexco of the serial numbers of the lost or stolen Travelers Cheques and the place and date of their purchase. -----
- You promptly complete the refund forms provided by Amexco and provide Amexco with acceptable proof of your identity. -----
- You give Amexco all reasonable information and support requested to make a complete investigation of the loss or theft. Amexco reserves the right to investigate the loss or theft and to verify compliance with this Purchase Agreement and shall not be responsible for any delays resulting from such an investigation. -----
- Please note that for quality assurance purposes your telephone call to Amexco may be monitored or recorded and that you consent to such monitoring and recording. -----

NO STOP PAYMENT: -----

Amexco cannot stop payment on any Travelers Cheques. -----

Please sign your Travelers Cheques immediately on the upper left corner. -----

American Express Travel Related Services Company, Inc. is the agent appointed by the other issuers of Travelers Cheques identified below. -----

Travelers Cheques Issuers: -----

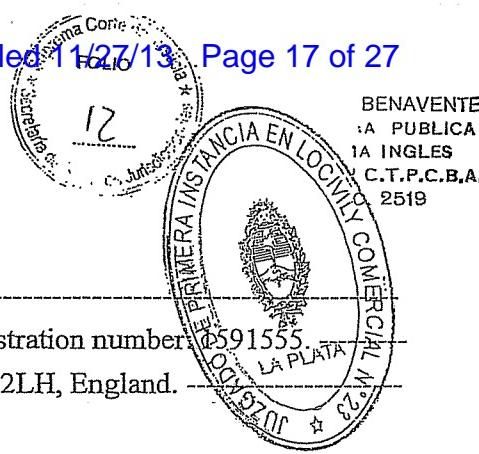
U.S. Dollar, Canadian Dollar, Swiss Franc, German Marc, Japanese Yen issued by: -----

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. -----

Registration Number: 13-3133497 -----

Registered Office: American Express Tower, World Financial Centre, New York, N.Y., -----

U.S.A. -----



Pound Sterling issued by: \_\_\_\_\_  
 TRAVELLERS CHEQUE ASSOCIATES LTD. Registration number: 1591555  
 Registered Office: 154 Edward Street, Brighton, BN2 2LH, England.

French Franc issued by: \_\_\_\_\_  
 SOCIETE FRANCAISE DU CHEQUE DE VOYAGE, S.A. with a capital of 7,500,000  
 francs. \_\_\_\_\_  
 Registration number: B318696374. Registered Office: 19/29 Rue du Capitaine  
 Guynemer. \_\_\_\_\_  
 Cedex 19,92081, Paris La Defense, France. \_\_\_\_\_

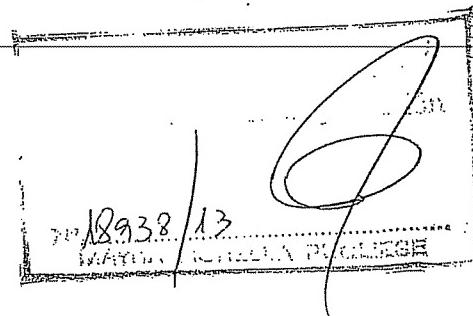
Saudi Riyal issued by: \_\_\_\_\_

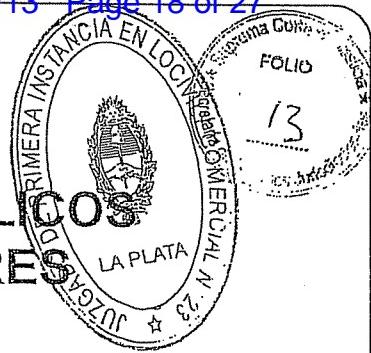
SAUDI TRAVELLERS CHEQUE COMPANY. Registration Number: 10 10059195. --  
 Registered Office: P.O. Box 7915, Riyadh 11472, Saudi Arabia. \_\_\_\_\_

I HEREBY CERTIFY that the foregoing is a true translation into English (consisting of 7 pages) of the relevant parts (the letter rogatory and the two Spanish texts marked on the right-hand margin of the last two pages of the source document) of the document in Spanish I have had before me. Done in Buenos Aires, Republic of Argentina, on this 26<sup>th</sup> day of March, 2013. \_\_\_\_\_

The following legend in Spanish is inserted for signature authentication purposes only. ----  
 ES TRADUCCIÓN FIEL al inglés (en 7 páginas) de las partes pertinentes del documento  
 en idioma español (el exhorto y los dos textos en español marcados al margen derecho de  
 las últimas dos páginas del documento fuente) que he tenido a la vista y al que me remito  
 en Buenos Aires, República Argentina, a los 26 días del mes de marzo de 2013.-

MARIA INES BENAVENTE  
 TRADUCTORA PUBLICA  
 EN IDIOMA INGLES  
 Tº IX Fº 372 C.T.P.C.B.A.  
 Nº INSC. 2519





# COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES

REPÚBLICA ARGENTINA  
LEY 20.305

## LEGALIZACIÓN

Por la presente, el COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES,  
en virtud de la facultad que le confiere el artículo 10, inc.d) de la ley 20.305, certifica únicamente que  
la firma y el sello que aparecen en la traducción adjunta concuerdan con los correspondientes  
al/la Traductor/a Público/a BENAVENTE, MARÍA INÉS  
que obran en los registros de esta institución en el folio 372 del Tomo 9 en el idioma INGLES

Legalización Número: 18938

Buenos Aires, 27/03/2013

MARCELO F. SIGALOFF  
Garante de Legalizaciones  
Colegio de Traductores Públicos  
de la Ciudad de Buenos Aires

ESTA LEGALIZACIÓN NO SE CONSIDERARÁ VÁLIDA SIN EL CORRESPONDIENTE  
TIMBRADO DE CONTROL EN LA ÚLTIMA HOJA DE LA TRADUCCIÓN ADJUNTA

Control Interno: 15707418938



Av. Corrientes 1834 - C1045AAN - Ciudad Autónoma de Buenos Aires - 4373-7173 y líneas rotativas

THE COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Sworn translators association of the city of Buenos Aires) pursuant to 20305 act, section 10, subsection d, hereby certifies that the signature and the seal on the translation attached hereto match the signature and seal of the Sworn Translator (Traductor Público) in our files.

THIS CERTIFICATION IS NOT VALID WITHOUT THE PERTINENT CONTROL STAMP ON THE LAST PAGE OF THE TRANSLATION ATTACHED HERETO.

Vu par le COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Ordre de Traducteurs Officiels de la ville de Buenos Aires), en vertu des attributions que lui ont été accordées par l'article 10, alinéa d) de la Loi n° 20.305, pour la seule légalisation matérielle de la signature et du sceau du Traductor Público (Traducteur Officiel) apposés sur la traduction du document ci-joint, qui sont conformes à ceux déposés aux archives de cette Institution.

LE TIMBRE APPOSÉ SUR LA DERNIÈRE PAGE DE LA TRADUCTION FERA PREUVE DE LA VALIDITÉ DE LA LÉGALISATION.

Con la presente il COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Collegio dei Traduttori Giurati della Città di Buenos Aires) ai sensi della facoltà conferitagli dall'articolo 10, comma d), della Legge 20.305, CERTIFICA, esclusivamente, la firma ed il timbro del Traductor Público (Traduttore Giurato), apposti in calce alla qui unita traduzione, in conformità alla firma ed al timbro depositati nei propri registri.

LA PRESENTE LEGALIZZAZIONE SARÀ PRIVA DI VALIDITÀ OVE NON VENGA TIMBRATA NELL' ULTIMO FOGLIO DELLA TRADUZIONE.

Através da presente, o COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Colégio de Tradutores Públícos da Cidade de Buenos Aires), no uso de suas atribuições, de conformidade com o artigo 10, alínea "d", da Lei 20.305, certifica unicamente que a assinatura e o carimbo do Traductor Público (Tradutor Público) que subscreve a tradução anexa conferem com a assinatura e o carimbo arquivados nos registros desta instituição.

A PRESENTE LEGALIZAÇÃO SÓ SERÁ CONSIDERADA VÁLIDA COM A CORRESPONDENTE CHANCELA MECÂNICA APOSTA NA ÚLTIMA FOLHA DA TRADUÇÃO

BEGLAUBIGUNG. Der COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Kammer der Vereidigten Übersetzer der Stadt Buenos Aires), kraft der Befugnisse, die ihr nach Artikel 10, Abs.d) des Gesetzes 20.305 zustehen, bescheinigt hiermit lediglich die Übereinstimmung der Unterschrift und des Siegelabdruckes auf der beigefügten Übersetzung mit der entsprechenden Unterschrift und dem Siegelabdruck des Traductor Público (Vereidigten Übersetzers), die in den Registern dieser Institution hinterlegt worden sind.

DIESE BEGLAUBIGUNG IST NICHT GÜLTIG OHNE DEN ENTSPRECHENDEN GEBÜHRENSTEMPEL AUF DEM LETZTEN BLATT DER BEIGEFÜGTEN ÜBERSETZUNG.

# Exhibit B

---

**UNITED STATES DISTRICT COURT**  
for the  
**Southern District of New York**

GUSTAVO LUIS PEREYRA	)	
<i>Plaintiff</i>	)	Civil Action No. M 10-7
v.	)	
AMERICAN EXPRESS S.A.	)	(If the action is pending in another district, state where:
<i>Defendant</i>	)	)

**SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

To: American Express Travel Related Services Company Inc.  
Attn: Legal Department, World Financial Center, New York, NY 10285-0001

*Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is *not* a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

See Rider A pursuant to Letter Rogatory

Place: U.S. Attorney's Office, Southern District of New York 86 Chambers Street, 3rd Floor, New York, NY 10007	Date and Time:
---	----------------

The deposition will be recorded by this method: Court Reporter

*Production:* You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

---

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: \_\_\_\_\_

*CLERK OF COURT*

OR

*Signature of Clerk or Deputy Clerk*

*Attorney's signature*

---

The name, address, e-mail, and telephone number of the attorney representing (*name of party*) U.S.A. on behalf of the First Instance Civil and Commercial Court No. 23, Argentina , who issues or requests this subpoena, are: Joseph N. Cordaro, Assistant United States Attorney, U.S. Attorney's Office for the Southern District of New York 86 Chambers Street, 3rd Floor, New York, NY 10007 Email: joseph.cordaro@usdoj.gov. Telephone: 212-637-2745

---

AO 88A (Rev. 06/09) Subpoena to Testify at a Deposition in a Civil Action (Page 2)

Civil Action No. M 10-7

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_

I served the subpoena by delivering a copy to the named individual as follows: \_\_\_\_\_

on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of

\$ \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

*Server's signature*

*Printed name and title*

*Server's address*

Additional information regarding attempted service, etc:

**Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)****(c) Protecting a Person Subject to a Subpoena.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

**(d) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it.

After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(e) Contempt.** The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

Letter Rogatory for International Judicial Assistance from the First Instance Civil and Commercial Court No. 23, Court District of La Plata, Buenos Aires, Argentina in the Matter of Gustavo Luis Pereyra v. American Express S.A.

**Rider A:**

1. Inform whether the American Express Travelers Cheques, particularly the following, were issued by American Express Travel Related Services Company Inc.:

HD 194848720-194848779

RD 302357208-302357229

FF 100077675-100077689

FF 100079040-100079119

HF 736232885-736232968

RF 713798173-713798259

RD 302343330-302343349

2. Inform whether American Express Travel Related Services Company Inc. is the company that issues and sells the American Express Travelers Cheques in the Republic of Argentina, specifically those listed under the preceding item.
3. Inform American Express Argentina S.A.'s participation in such business, and any information useful to elucidate the lawsuit.

# Exhibit C

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
IN RE: : EX PARTE ORDER  
: :  
LETTERS ROGATORY FOR : M 10-7  
INTERNATIONAL JUDICIAL :  
ASSISTANCE FROM THE FIRST :  
INSTANCE CIVIL AND COMMERCIAL :  
COURT NO. 23, COURT DISTRICT :  
OF LA PLATA, BUENOS AIRES, :  
ARGENTINA, IN THE MATTER OF :  
GUSTAVO LUIS PEREYRA v. :  
AMERICAN EXPRESS S.A. :  
:  
-----x

WHEREAS, the United States of America, by its attorney, Preet Bharara, United States Attorney for the Southern District of New York, on behalf of the First Instance Civil and Commercial Court No. 23, Court District of La Plata, Buenos Aires, Argentina, is seeking to obtain information from American Express Travel Related Services Company Inc. in New York, New York, for use in connection with a judicial proceeding pending in that court captioned "Gustavo Luis Pereyra v. American Express S.A.;"

NOW THEREFORE, it is hereby ORDERED, pursuant to 28 U.S.C. § 1782(a) and Rule 28(a) of the Federal Rules of Civil Procedure, that Joseph N. Cordaro, Assistant United States Attorney, Southern District of New York, be and hereby is appointed as Commissioner, to take such steps as are necessary to obtain information from American Express Travel Related

Services Company Inc.; to submit said information to the United States Attorney for the Southern District of New York for transmission to the United States Department of Justice or its designee; and to do all else that may be necessary for the accomplishment of the purpose of this Order.

IT IS FURTHER ORDERED that the United States Attorney's Office shall serve American Express Travel Related Services Company Inc., with a copy of this Order and the accompanying documents on or before January 31, 2014.

Dated: New York, New York  
\_\_\_\_\_, 2013

UNITED STATES DISTRICT JUDGE